

Kerry K. Fennelly (SBN 232621)
kfennelly@donaldsonandcornwell.com
Valentina S. Mindirgasova (SBN 272746)
vmindirgasova@donaldsonandcornwell.com
Cornwell & Baldwin
1017 East Grand Avenue
Escondido, CA 92025
(760) 747-1100 tel
(760) 747-1188 fax

Attorneys for Plaintiffs,
GCIU-Employer Retirement Fund and
Board of Trustees of the
GCIU-Employer Retirement Fund

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

This Stipulation Regarding Settlement and Entry of Consent Judgment (“Stipulated Agreement”) is entered into by and between Plaintiffs GCIU-Employer Retirement Fund and Board of Trustees of the GCIU-Employer Retirement Fund (collectively the “Fund”), and Defendant The Riegle Press, Inc., (“Riegle Press”),

STIPULATION REGARDING SETTLEMENT AND ENTRY OF CONSENT JUDGMENT

1 referred to hereinafter collectively as “Party” or “Parties.” The Parties hereby stipulate
2 as follows:

3 WHEREAS, the GCIU-Employer Retirement Fund is a multiemployer pension
4 plan covered by Subtitle E of Title IV of the Employee Retirement Income Security Act
5 of 1974, as amended (“ERISA”);

6 WHEREAS, the Board of Trustees of the GCIU-Employer Retirement Fund is
7 comprised of the present trustees who are the named fiduciaries of the GCIU-Employer
8 Retirement Fund within the meaning of ERISA Section 402(a), and is the plan sponsor
9 of the GCIU-Employer Retirement Fund within the meaning of ERISA Sections
10 3(16)(B)(iii) and 4001(a)(10);

11 WHEREAS, Riegle Press is an active corporation organized under the laws of
12 the State of Michigan;

13 WHEREAS, Riegle Press was a signatory to a collective bargaining agreement
14 pursuant to which it was required to make contributions to the Fund for covered work
15 performed by its employees;

16 WHEREAS, Riegle Press’ obligation to contribute to the Fund ceased in 2010
17 because it withdrew from participation in the Fund;

18 WHEREAS, the Fund concluded that Riegle Press effectuated a complete
19 withdrawal from the Fund as of 2010 under ERISA Section 4203;

20 WHEREAS, by letter dated September 2, 2011, the Fund notified Riegle Press of
21 its conclusion that Riegle Press had withdrawn from the Fund in a complete withdrawal
22 and demanded payment of withdrawal liability from Riegle Press;

23 WHEREAS, in accordance with the requirements of ERISA Section 4219(c), the
24 Fund’s letter included a payment schedule pursuant to which Riegle Press could elect to
25 make two hundred-forty (240) monthly payments of \$4,569.50 in lieu of paying its
26 withdrawal liability in a lump sum;

27 WHEREAS, since the receipt of the Fund’s September 2, 2011 letter, Riegle
28 Press has made forty-three (43) payments of \$4,569.50 to the Fund;

1 WHEREAS, on July 28, 2016, the Fund provided Riegle Press with a Notice of
2 Failure to Pay Withdrawal Liability and Demand for Cure in accordance with ERISA
3 Section 4219(c)(5) because Riegle Press has fallen delinquent on its scheduled
4 withdrawal liability payments;

5 WHEREAS, because Riegle Press failed to cure its delinquency and defaulted on
6 its withdrawal liability payment obligation within the meaning of ERISA Section
7 4219(c)(5), on February 15, 2017, the Fund filed this Lawsuit;

8 WHEREAS, on or about February 24, 2017, Riegle Press was served with the
9 Fund's Complaint; and

10 WHEREAS, the Parties, each wishing to avoid the further expense and
11 uncertainty of continued litigation, have agreed to resolve the disputed issues on the
12 terms set forth below.

13 NOW, THEREFORE, in consideration of the above recitals, and the mutual
14 promises, covenants, rights and obligations herein contained, and for good and valuable
15 consideration, the receipt and sufficiency of which is hereby mutually acknowledged,
16 the Parties agree as follows:

17 1. Riegle Press shall repay in sixty (60) equal monthly installments to the
18 Fund its delinquent twenty-two (22) monthly withdrawal liability payments of
19 \$4,569.50 each, totaling \$100,529; \$9,424.63 in interest on the declining amount at the
20 interest rate prescribed per 29 C.F.R. 4219.33; and \$6,768.77 in interest on prior late
21 monthly withdrawal liability payments already made. Each installment will total
22 \$1,945.37, with the first installment to be paid by June 15, 2017, and on all other
23 installments on the 15th date of the following month until all sixty (60) installment
24 payments have been made. There is no pre-payment penalty.

25 2. Riegle Press shall resume its ongoing monthly withdrawal liability
26 payments pursuant to the withdrawal liability schedule previously provided to Riegle
27 Press by the Fund. Pursuant to that schedule and the completion of the repayment plan
28 set forth in Paragraph 1 above, Riegle Press is to make one hundred seventy-five (175)
3

1 additional monthly payments with each payment being due by the first of the month;
2 however, the June 2017 payment shall be due by June 15, 2017.

3 3. All payments outlined in Paragraphs 1 and 2 of this Stipulated Agreement
4 be made payable to the “GCIU-Employer Retirement Fund” and sent to the attention of
5 the Fund’s attorneys at Cornwell & Baldwin, 1017 East Grand Avenue, Escondido, CA
6 92025.

7 4. In the event that a check for any payment due under this Stipulated
8 Agreement is deemed uncollectible for any reason, attributable to Riegle Press, all
9 future payments shall be made by certified or bank funds and Riegle Press, shall be
10 responsible for any and all costs assessed by the Fund’s financial institution as a result
11 of the uncollected transaction.

12 5. Riegle Press agrees that any of the following occurrences shall constitute a
13 Default under this Stipulated Agreement, but only after given an opportunity and
14 failing to cure said Default as provided below:

- 15 (a) the failure to tender any payment due pursuant to this Stipulated
16 Agreement by its date due as outlined herein;
- 17 (b) the failure of any payment due pursuant to this Stipulated Agreement
18 (in whole or in part) to clear at the Fund’s financial institution which
19 failure is attributable to Riegle Press; and/or
- 20 (c) payments (in whole or in part) due under this Stipulated Agreement are
21 required to be returned or turned over to Riegle Press, and/or or a third-
22 party pursuant to an Order of a court of competent jurisdiction.

23 6. Riegle Press shall be provided an opportunity to cure any breach or
24 Default of this Stipulated Agreement within ten (10) days of the earlier of email or first
25 class mail receipt of a written notice (“Notice”) of the Breach or Default by the Fund.
26 The Fund shall provide said Notice of such Breach or Default by email and by first
27 class mail, as contained in Paragraph 9 of this Stipulated Agreement.

1 7. Cure of Default as referenced herein shall mean full cure of default, to
2 include payment of all amounts due through the cure date, including, but not limited to,
3 amounts that became due after the Notice of Default was sent to Riegle Press. The
4 Fund is not required to provide additional written notice of default in the event a
5 Default is partially cured, including in the event that additional amounts became due
6 under this Stipulated Agreement after the written Notice of Breach or Default was
7 provided. Other than as required by applicable law, the Fund is further not required to
8 warn Riegle Press and/or provide additional notice to Riegle Press prior to taking
9 enforcement steps in the event a Default remains uncured after ten (10) days after
10 written notice of the Default was provided (“Uncured Default”).

11 8. In the event of an Uncured Default, the Fund shall be immediately entitled
12 to entry of a Consent Judgment, in the form annexed hereto as Exhibit A, against
13 Riegle Press, in the amount of \$2,325,561 less the total amounts paid by Riegle Press
14 (including prior to this Stipulated Agreement and pursuant to this Stipulated
15 Agreement, but excluding interest payments). Upon entry of the Consent Judgment,
16 the Fund shall serve Defendant with a copy of the Consent Judgment via first class
17 mail, in addition to any other method of service required by law, at the addresses
18 contained in Paragraph 9 of this Stipulated Agreement.

19 9. Notices or correspondence of any kind required under this Stipulated
20 Agreement to Riegle Press shall be sent by first class mail and email to the following:

Damion Frasier, Esq.
Amy J. DeNise, Esq.
Shedd-Frasier PLC
G-5121 Flushing Road
Flushing, Michigan 48433
Email: dfrasier@sfglaw.net and adenise@sfglaw.net

Chris Carmody
P.O. Box 207
Flint MI 48501
Email: ccarmody@rieglepress.com

1 10. Riegle Press must provide the Fund with any change of address wherein
2 notices or correspondence of any kind required under this Stipulated Agreement shall
3 be sent. Such notice(s) shall be sent via certified mail, return receipt requested to the
4 attention of the Fund's attorneys at Cornwell & Baldwin, 1017 East Grand Avenue,
5 Escondido, CA 92025.

6 11. This Stipulated Agreement constitutes an agreement within the meaning of
7 29 U.S.C. § 1145, and shall be enforceable in federal court and shall be governed by,
8 and construed in accordance with applicable federal laws.

9 12. This Stipulated Agreement cannot be changed or terminated orally and
10 shall inure to the benefit of and be binding upon the Parties hereto and their respective
11 partners, heirs, distributees, legal representatives, successors and assigns.

12 13. Riegle Press shall not assert any affirmative defense to payments due
13 hereunder other than (a) actual tender of payment, (b) Cured Default, and/or (c), that
14 the Uncured Default was invalidly declared, and shall not be entitled to object to the
15 Fund's enforcement of this Stipulated Agreement as outlined in Paragraph 8, except as
16 relates to the defenses outlined in this provision.

17 14. Within fourteen (14) days or such other reasonable time after such request
18 is made, after full payment of all amounts due pursuant to this Stipulated Agreement
19 have cleared at the Fund's financial institution, the Fund shall dismiss the Lawsuit with
20 prejudice.

21 15. Nothing in this Stipulated Agreement is intended to modify the provisions
22 in 29 C.F.R. 4219.11 governing responsibility for collecting withdrawal liability in the
23 event of termination of the Fund due to a mass withdrawal as defined in ERISA Section
24 4219(c)(1)(D); or the provisions in 29 C.F.R. 4041A.23 governing responsibility for
25 collecting withdrawal liability (including liability arising from a mass withdrawal) until
26 all plan assets have been distributed or the PBGC determines that Fund assets
27 (exclusive of claims for withdrawal liability) are sufficient to satisfy all nonforfeitable
28 benefits as described in that regulation. However, this Paragraph is not a waiver by
6

1 Riegle Press of any argument or defense that it may raise in any proceeding to collect
2 reallocation or redetermination liability under or pursuant to 29 C.F.R. 4219.11,
3 4219.12, 4219.14, or 4219.15.

4 16. Riegle Press and their successors in interest, assigns, and affiliated entities,
5 shall be bound by the terms of this Stipulated Agreement.

6 17. All Parties represent and warrant that they have had the opportunity to be
7 or have been represented by counsel of their own choosing in connection with entering
8 this Stipulated Agreement under the terms and conditions set forth herein, and that they
9 enter into this Stipulated Agreement voluntarily.

10 18. This Stipulated Agreement shall not constitute a precedent in any other
11 matter.

12 19. Each individual signing this Stipulated Agreement represents that he or
13 she is fully authorized and empowered to bind the Party on whose behalf he or she has
14 signed.

15 20. Each Party shall bear its own attorneys' fees and costs with regard to the
16 claims released herein, and the negotiation and execution of this Stipulated Agreement.

17 21. The Court shall retain jurisdiction of this matter. By signing this
18 Stipulated Agreement, Riegle Press agrees to the Court's exercise of personal
19 jurisdiction over it for the purpose of enforcing their respective obligations set forth in
20 this Stipulated Agreement and entry of a Consent Judgment in the event of an Uncured
21 Default as provided herein.

22 22. The Parties request the Court to administratively close this matter, with
23 Fund retaining the right to reopen this matter in the event of an Uncured Default under
24 this Stipulated Agreement.

25 23. This Stipulated Agreement may be signed in one or more counterparts,
26 each of which shall be deemed to be an original, but all of which together shall
27 constitute one and the same instrument. The signature page to the Stipulated
28 Agreement may be delivered by facsimile or other electronic transmission and the
7

1 signatures thereon shall be deemed effective upon receipt by the intended receiving
2 Party.

3 24. This Stipulated Agreement states the entire agreement between the Parties
4 and may not be modified except by a writing signed by the Parties.
5

6 IT IS SO STIPULATED, ACCEPTED AND AGREED.

7
8 Dated: 06/09/2017

Valentina Mindirgasova

9
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11 Valentina S. Mindirgasova
12 Cornwell & Baldwin
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14 Escondido, CA 92025
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(760) 747-1188
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vmindirgasova@donaldsonandcornwell.com

15 Attorneys for Plaintiffs

16 Dated: 6. 9. 2017

17 Plaintiffs, GCIU-Employer Retirement Fund, et
18 al.

By: Hugh Gaylord
Hugh Gaylord, Chairman

19 Dated: 6. 9. 2017

By: Ed Treacy
Ed Treacy, Secretary

20 Dated: 6/5/2017

21 Defendant, The Riegle Press, Inc.

22 By: Chris Carmody
Chris Carmody, President

EXHIBIT A

Kerry K. Fennelly (SBN 232621)
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Attorneys for Plaintiffs,
GCIU-Employer Retirement Fund and
Board of Trustees of the
GCIU-Employer Retirement Fund

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

Upon agreement by and between the GCIU-Employer Retirement Fund, and the Board of Trustees of the GCIU-Employer Retirement Fund (collectively “the Fund”), on the one hand, and The Riegle Press, Inc. (“Riegle Press”), on the other hand, and pursuant

1 to the terms of a Stipulation Regarding Settlement and Entry of Consent Judgment (the
2 "Stipulated Agreement") entered into by and between the Fund and Riegle Press; and

3 WHEREAS, by the terms of the Stipulated Agreement, Riegle Press agreed to
4 repay in sixty (60) equal monthly installments to the Fund its delinquent twenty-two (22)
5 monthly withdrawal liability payments of \$4,569.50 each, totaling \$100,529; \$9,424.63
6 in interest on the declining amount at the interest rate prescribed per 29 C.F.R. 4219.33;
7 and \$6,768.77 in interest on prior late monthly withdrawal liability payments already
8 made. Each installment totalling \$1,945.37;

9 WHEREAS, by the terms of the Stipulated Agreement, Riegle Press agreed to
10 resume payment of its ongoing monthly withdrawal liability payments pursuant to the
11 withdrawal liability schedule previously provided to Riegle Press by the Fund. Pursuant
12 to that schedule and the completion of the repayment plan, Riegle Press was to make one
13 hundred seventy-five (175) monthly withdrawal liability payments;

14 WHEREAS, by the terms of the Stipulated Agreement, Riegle Press also agreed
15 that any of the following occurrences shall constitute a Default under the Stipulated
16 Agreement, but only after Riegle Press receives written notice and is given an
17 opportunity to cure and have failed to cure said Default as provided below:

- 18 (a) the failure to tender any payment due pursuant to this Stipulated Agreement
19 by its date due as outlined herein;
- 20 (b) the failure of any payment due pursuant to this Stipulated Agreement (in
21 whole or in part) to clear at the Fund's financial institution which failure is
22 attributable to Riegle Press; and/or
- 23 (c) payments (in whole or in part) due under this Stipulated Agreement are
24 required to be returned or turned over to Riegle Press, and/or or a third-party
25 pursuant to an Order of a court of competent jurisdiction.

26 WHEREAS, Riegle Press defaulted under the Stipulated Agreement by virtue of
27 _____;

1 WHEREAS, Riegle Press was provided an opportunity to cure such Default of the
2 Stipulated Agreement consistent with the terms of the Stipulated Agreement; and

3 WHEREAS, more than ten (10) days have passed since Riegle Press received
4 written notice of the Default as provided for in the Stipulated Agreement and Riegle Press
5 has not fully cured its Default;

6 WHEREAS, by the terms of the Stipulated Agreement, upon Uncured Default, the
7 Fund is entitled to judgment against Riegle Press, in the amount of \$2,325,561 less the
8 total amounts paid by Riegle Press (including prior to the Stipulated Agreement and
9 pursuant to the Stipulated Agreement, but excluding interest payments); and

10 WHEREAS, to date, Riegle Press has made payment of \$_____ towards
11 \$2,325,561;

12 **NOW, THEREFORE, Judgment is hereby entered in favor of the GCIU-**
13 **Employer Retirement Fund, and the Board of Trustees of the GCIU-Employer**
14 **Retirement Fund and against The Riegle Press, Inc., in the amount of \$2,325,561,**
15 **less \$_____ paid, for a total of \$_____ in judgment.**

16
17 SO ORDERED.

18
19 Dated: _____

20 THE HONORABLE DOLLY M. GEE